

IN THE DISTRICT COURT OF TILLMAN COUNTY
STATE OF OKLAHOMA

MICHAEL PRYOR,

S/RICHARD B. DARBY

Plaintiff,

vs.

STATE FARM INSURANCE CO.,
SEARS HOLDINGS CORPORATION,
ELECTROLUX INTERNATIONAL, INC.,
WHIRLPOOL CORPORATION,
LG ELECTRONICS, INC., AMANA
CORPORATION, TECUMSEH
PRODUCTS COMPANY, MAYTAG
CORPORATION, GOODMAN GLOBAL, INC.,
HELLMAN & FRIEDMAN, LLC., PUBLIC
SERVICE COMPANY OF OKLAHOMA/AEP,
APOLLO INVESTMENT CORPORATION
and XYZ, Inc.,

Defendants.

Case No. : CJ - 2011-5

STATE OF OKLAHOMA
FILED

MAR 01 2011

DARALENE KIDWELL
TILLMAN CO COURT CLERK

BY: Kathy Hargrave DEPUTY

PETITION

COMES NOW the Plaintiff, Michael Pryor (hereinafter referred to as "Plaintiff"), by and through his attorney, Daniel M. Delluomo, and for his cause of action over and against the Defendants, State Farm Insurance Co. (hereinafter referred to as "Defendant State Farm"), Sears Holdings Corporation (hereinafter referred to as "Defendant Sears"), Electrolux International, Inc. (hereinafter referred to as "Defendant Electrolux"), Whirlpool Corporation (hereinafter referred to as "Defendant Whirlpool"), LG Electronics, Inc. (hereinafter referred to as "Defendant LG"), Amana Corporation (hereinafter referred to as "Defendant Amana"), Tecumseh Products Company (hereinafter "Defendant Tecumseh"), Maytag Corporation (hereinafter referred to as "Defendant Maytag"), Goodman Global, Inc (hereinafter "Defendant Goodman"), Hellman & Friedman,LLC (hereinafter referred to as "Defendant Hellman"), Public Service Company of Oklahoma (hereinafter

EXHIBIT

"1"

referred to as "Defendant PSO"), Apollo Investment Corporation (hereinafter referred to as "Defendant Apollo"), and XYZ, Inc. (hereinafter referred to as "Defendant XYZ"), alleges and states as follows:

1. Plaintiff is a resident of the State of Oklahoma.
2. Defendant State Farm is a company doing business in the State of Oklahoma.
3. Defendants Sears, Electrolux, Whirlpool, LG, Amana, Tecumseh, Maytag, Goodman, Hellman, PSO, Apollo and XYZ are corporations doing business in the State of Oklahoma and are manufacturers and distributors of a refrigerator sold, distributed and used in Oklahoma. PSO is an Oklahoma corporation that sold the product and/or supplied electrical power to the product.
4. That on or about March 12, 2009, Plaintiff discovered flames coming from the back side of the product and the Plaintiff was injured in a fire which occurred at his residence, 306 South Vine, Davidson Oklahoma in Tillman County, State of Oklahoma, said fire resulting due to the defective product manufactured, distributed, sold and powered by Defendants and powered by Defendant PSO.

COUNT I

Plaintiff realleges all allegations above and pleads additionally as follows:

5. Plaintiff had purchased home owners insurance with Defendant State Farm which provided for, among other things, property and structure insurance coverage for Plaintiff's structure and personal contents.
6. Plaintiff has made a claim with Defendant State Farm and Defendant State Farm has

refused to provide coverage to Plaintiff.

7. As a result of Defendant State Farm's breach of duty and bad faith acts by refusing to provide coverage and refusing to investigate the claim, Plaintiff was damaged.
8. That as a result of the accident, Plaintiff has been injured and sustained damages and is therefore entitled to coverage under the Defendant State Farm's contract.
9. Defendant State Farm should be punished to deter future wrongful conduct.
10. Defendant State Farm has breached the insurance policy and has acted in bad faith.

COUNT II

Plaintiff realleges all allegations above and pleads additionally as follows:

11. The fire ignited due to a defective refrigerator that was sold and/or manufactured by Defendants Sears, Electrolux, Whirlpool, LG, Amana, Tecumseh, Maytag, Goodman, Hellman, PSO, Apollo and XYZ, Inc. Said product was defective in design and manufacture. Defendant Tecumseh is a component manufacturer that designed and manufactured a defective compressor in the product. Defendant PSO may have caused an electrical surge contributing to the fire.
12. Defendant XYZ is the unknown component manufacturer or product manufacturer and is liable under strict product liability.
13. The Defendant manufacturers owed Plaintiff a duty of care, which required them to not sell a defective product, and Defendant manufacturers are liable to Plaintiff for his damages and personal injuries pursuant to the doctrine of strict product liability.
14. Defendant manufacturers put the dangerous product into the stream of commerce and knew it was foreseeable the defect could cause great bodily harm. Defendant

manufacturers are responsible for their agents, employees and sub-contractors under the doctrine of respondent superior. Defendants breached the warranty and contractual duty owed to Plaintiff.

15. Despite the knowledge of the defect Defendant manufacturers and others placed the dangerous product into the stream of commerce knowing full and well the propensity for injury. Defendant manufacturers acted willfully and wantonly by placing the defective product into the stream of commerce. The defect caused a fire which was the actual and proximate cause of Plaintiff's injuries.
16. Defendants State Farm, Sears, Electrolux, Whirlpool, LG, Amana, Tecumseh, Maytag, Goodman, Hellman, PSO, Apollo. and XYZ, Inc., and each of them are liable to Plaintiff for their breach of duty, negligence and pursuant to the doctrine strict product liability. Plaintiff was injured and has sustained mental and physical pain and suffering and loss of property; Plaintiff has incurred medical bills and will incur future medical bills, Plaintiff has sustained a loss of earning capacity and income, permanent disfigurement and loss of enjoyment of life all caused by the acts of the Defendants and all to the detriment of the Plaintiff.
17. Defendants, and each of them, acted in a grossly negligent manner, with reckless disregard as to the safety of their product and without regard to the potential that their product would cause severe personal injuries to consumers. Defendants should have, among other actions, ordered a recall or changed the design of the product.
18. Defendants should be punished for their actions and to deter future actions; punitive damages are proper.

WHEREFORE, premises considered, Plaintiff Michael Pryor prays for judgment against all the Defendants, and each of them, for actual damages in a sum in excess of Seventy Thousand Dollars (\$75,000.00) and punitive damages in a sum in excess of Seventy Five Thousand Dollars (\$75,000.00), together with interest thereon, the costs of this action, a reasonable attorney fee, and such other relief as this Court may deem just and proper.

Respectfully submitted,

DELLUOMO & CROW

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JURY TRIAL DEMANDED
ATTORNEYS LIEN CLAIMED